



DEPARTMENT OF THE INTERIOR  
U.S. FISH AND WILDLIFE SERVICE

## FEDERAL FISH AND WILDLIFE PERMIT

3-201  
(1/97)

### 2. AUTHORITY-STATUTES

16 USC 1539(a)

### REGULATIONS (Attached)

50 CFR §§ 13 & 17

### 3. NUMBER

TE-099804-0

### 4. RENEWABLE

☒ YES

☐ NO

### 5. MAY COPY

☒ YES

☐ NO

### 6. EFFECTIVE

9/15/2005

### 7. EXPIRES

9/15/2025

### 1. PERMITTEE

The Nature Conservancy, Arizona Chapter  
41099 W. Aravaipa Canyon Road  
Wilcox, Arizona 85643  
Phone: 928/828-3443  
e-mail: mhaberstich@tnc.org

### 8. NAME AND TITLE OF PRINCIPAL OFFICER (if #1 is a business)

Mark Haberstich, Preserve Manager

### 9. TYPE OF PERMIT

Endangered Species – Incidental Take

### 10. LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED

On TNC owned lands within the Aravaipa watershed in Pinal and Graham counties, Arizona.

### 11. CONDITIONS AND AUTHORIZATIONS:

- A. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2, ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORDANCE WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS.
- B. THE VALIDITY OF THIS PERMIT IS ALSO CONDITIONED UPON STRICT OBSERVANCE OF ALL APPLICABLE FOREIGN, STATE, LOCAL OR OTHER FEDERAL LAW. THIS PERMIT DOES NOT WAIVE THE OBLIGATION TO ABIDE BY OTHER FOREIGN, STATE, LOCAL OR FEDERAL LAW IN CARRYING OUT AUTHORIZED ACTIVITIES.
- C. VALID FOR USE BY PERMITTEES NAMED ABOVE.
- D. ACCEPTANCE OF THIS PERMIT SERVES AS EVIDENCE THAT THE PERMITTEE UNDERSTANDS AND AGREES TO ABIDE BY THE "GENERAL CONDITIONS FOR NATIVE ENDANGERED AND THREATENED WILDLIFE SPECIES PERMITS" (copy enclosed).

### 12. REPORTING REQUIREMENTS

Annual report due February 15

ISSUED BY:

*Joy E. Nikolopoulos*

TITLE ACTING

Assistant Regional Director

DATE

*9/9/05*

E. The authorization granted by this permit is subject to:

1. Full and complete compliance with, and implementation of, the terms and conditions of the Safe Harbor Agreement (Agreement), Biological Opinion (incorporated herein by reference), and all specific terms and conditions contained in this permit. These permit terms and conditions shall supersede and take precedence over any inconsistent provisions in the Agreement or other documents associated with the section 10(a)(1)(A) enhancement of survival permit.

2. Full and complete compliance with any applicable local, state, or Federal law, regulation, or restriction governing the site and those conservation practices (as described within the Agreement) pertaining to, but not limited to, wildlife, land use, water quality, air quality, local economy, and cultural resources.

3. Compliance with all necessary and required permits and licenses applicable to fulfillment of the Agreement.

F. This permit shall be issued for a period of twenty (20) years, and only provides for incidental take of Gila topminnow and desert pupfish as specified in the Agreement. Incidental take for any other listed species is not authorized. The permit may be renewed at the end of the permit period, should the Permittee and the FWS agree.

G. The FWS's current Safe Harbor policy provides that additional land, water, or resource restrictions or financial obligations shall not be required of the Permittee or its successors or assigns for the Gila topminnow or desert pupfish on the specified portions of the property to be covered under the Agreement beyond the level of conservation measures provided for in this permit and the Agreement, if the permit and Agreement are fully and completely complied with and implemented, above baseline conditions.

H. By February 15 of each year that the permit is valid, the Permittee will submit an annual report to the FWS's offices appearing in conditions O and P, below. The Permittee will provide:

1. A narrative explanation describing the number of Gila topminnow and desert pupfish that have been translocated into the perennial reaches of each south rim tributary on covered lands, the results of population monitoring, and any sites within the covered area where these species have become established through natural dispersal of individuals.

2. A summary of all research studies, burn plans, land treatment, data, and/or experimental designs conducted that year within the Aravaipa Creek watershed..

3. A summary of the location(s) and circumstance(s) where incidental take of Gila topminnow and desert topminnow was anticipated or occurred. Identify when any specific sites on the covered lands were returned to baseline and the number of each species removed, when the take occurred, and whether it was the result of a completed Agreement or early Agreement

## **TE-099804-0 The Nature Conservancy – Arizona Chapter 3 of 4**

termination. The Permittee will provide an explanation of early termination.

4. A narrative explanation with results of all compliance, impact, and monitoring activities.

I. If during the tenure of this permit the project design and/or extent of habitat impact described in the Agreement and/or permit is altered, such that there may be an increase in the anticipated take of Gila topminnow or desert pupfish, the Permittee is required to contact the FWS and obtain authorization and/or amendment of the permit before commencing any activities that might result in take beyond that described in the Agreement and/or permit.

J. This permit authorizes incidental take of all Gila topminnow and desert pupfish within the covered lands, because a baseline of zero has already been established, provided that the Agreement is implemented in full. This take can occur through the following specific landowner activities: 1) prescribed burns for watershed improvement, 2) livestock grazing on adjacent uplands, 3) contamination of water due to run-off from a closed two-track road, 4) recreational activities including hiking, camping, horseback riding, and hunting, 5) monitoring of Gila topminnow and desert pupfish populations, 6) management actions to remove non-native aquatic species, 7) reestablishment of vegetation within these aquatic sites or in terrestrial habitat within TNC lands, and 8) a decision by the Applicant to return the covered lands back to baseline conditions. These take authorizations are contingent on adequate implementation of all commitments required by this Agreement.

The Agreement and its associated permit, if approved, does not authorize take of Gila topminnow or desert pupfish that might occur as a result of Federal actions. The Agreement does not authorize take below the established baseline (determined to be zero) for any activity.

K. This permit and each of its terms and conditions shall be binding on, and for the benefit of, the Permittee. All transfer rights of the permit and the Agreement, and transfer of ownership of enrolled properties will be subject to provisions for transfer of obligations and rights to a new Permit holder and new landowners, if the new permit holder and landowner become party to the original agreement and this permit.

L. If at any time during the duration of the permit the FWS determines that the status of the species has declined to the point where the continuation of the permitted activity would be likely to result in jeopardy to the Gila topminnow and/or desert pupfish, the FWS may revoke the Permittee's Section 10(a)(1)(A) permit. However, the FWS will pursue all appropriate options to avoid permit revocation.

M. Acceptance of the permit serves as evidence that the Permittee understands and agrees to abide by the terms and conditions of this permit and all applicable sections of 50 CFR 13, 17, and 21 pertinent to issued permits.

## **TE-099804-0 The Nature Conservancy – Arizona Chapter 4 of 4**

N. Upon locating a dead, injured, or sick Gila topminnow, desert pupfish, or any other endangered, threatened, or candidate species, the Permittee is required to contact the FWS's Law Enforcement Office in Mesa, Arizona (480) 967-7900, for care and disposition instructions. Extreme care should be taken in handling sick or injured individuals to ensure effective and proper treatment. Care should also be taken in handling dead specimens to preserve biological materials in the best possible state for analysis of cause of death. In conjunction with the care of sick or injured endangered/threatened species, or preservation of biological materials from a dead specimen, the Permittee and its contractor(s)/subcontractor(s) have the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.

O. For purposes of monitoring compliance and administration of the terms and conditions of this permit, the contact office for the FWS is:

U.S. Fish and Wildlife Service  
Arizona Ecological Services Field Office  
2321 West Royal Palm Road, Suite 103  
Phoenix, Arizona 85021-4951  
Telephone: (602) 242-0210  
Facsimile: (602) 242-2513

P. Annual reports, and any correspondence generated from implementation, modification, or administration of the permit, shall be provided by the Permittee to the contact office in Condition O and:

U.S. Fish and Wildlife Service  
Endangered Species Division  
PO Box 1306, Room 4012  
Albuquerque, New Mexico 87103  
Telephone: (505) 248-6920  
Facsimile: (505) 248-6922

--- END OF PERMIT # TE-099809-0 ---



ADDRESS ONLY THE DIRECTOR  
FISH AND WILDLIFE SERVICE

# United States Department of the Interior

## FISH AND WILDLIFE SERVICE

Washington, D.C. 20240

### GENERAL CONDITIONS FOR NATIVE ENDANGERED AND THREATENED WILDLIFE SPECIES PERMITS

1. All sections of Title 50 *Code of Federal Regulations* Part 13 are conditions of the permit.
2. All applicable foreign, State, local, or other Federal laws, including those requiring permit, must be observed.
3. Living specimens must be handled and shipped so as to minimize risk of injury, damage to health or cruel treatment.
4. The container in which authorized wildlife is shipped must be plainly marked with names and addresses of shipper and consignee and an accurate description of the contents including common and scientific name and number of each within.
5. Permittee must carry a copy of permit while conducting authorized activities.
6. Permit number must be legibly printed on all documents and advertisements involving activities conducted under permit.
7. Any dead or injured specimens of the authorized wildlife found may be salvaged or cared for.
8. Unless otherwise authorized on the face of the permit, the wildlife must be immediately released at or near the capture site after the permitted activity.
9. Unexpected death, injury, or escape of the authorized wildlife shall be reported to the Fish and Wildlife Service before the end of the next business day.
10. BIRD BANDING, marking, radio tagging, etc., must be conducted in accordance with a Federal Bird Marking and Salvage permit.

THE FOLLOWING CONDITIONS APPLY UNTIL AUTHORIZED DISPOSAL OF THE WILDLIFE,  
REGARDLESS OF THE EXPIRATION DATE OF THE PERMIT:

11. The authorized wildlife may NOT be sold, donated, or transferred unless the receiver has first been issued authorization by the Director.
12. Any dead authorized wildlife shall be preserved and held for scientific purposes whenever practical.
13. Any live SEA TURTLES held must be maintained in accordance with the "Standards for Care and Maintenance of Sea Turtles Held in Captivity" specified by the Fish and Wildlife Service.

Implemented June 1982